



Rev 2

TOWN OF ROCKLAND

Board of Selectmen

Town Hall
242 Union Street
Rockland, Massachusetts 02370

Telephone: 781-871-1874
Fax: 781-871-0386

RECEIVED

JUL 30 2009

ROCKLAND TOWN ACCOUNTANT

Chairman:

James F. Simpson

Vice Chairman:

Lawrence J. Chaffee

Selectmen:

Michael E. Zupkofska

Michael P. Johnson

Deborah A. O'Brien

Town Administrator:

Allan R. Chiocca

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 13th day of July, 2009, by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Eric Hart of Marshfield, Massachusetts, hereafter called "Employee".

WITNESSETH:

1. Employer desires to employ the service of Eric Hart as Town Accountant of the Town of Rockland, as provided by the Rockland Town Charter, and
2. It is the desire of the Employer to describe and define the duties, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Employee; and
3. The Employee represents that he is qualified and capable of performing the duties and responsibilities of said position; and
4. Employee desires to accept full time employment as Town Accountant of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Under the direction of the Town Administrator, the Town Accountant shall provide the schedule of Reports as outlined in the Department of Revenues Municipal Calendar and provide monthly budget status reports to department heads, annual reports to the Selectmen, and work in cooperation with the Town Administrator, Selectmen and Finance Committee to develop annual budgets. The Town Accountant further agrees to coordinate and cooperate with all department heads on their submissions to state and federal agencies financial information and reports as required. The Town Administrator reserves the right to reasonably modify the duties and responsibilities of the Town Accountant with notice provided. The Town Accountant shall supervise the Accounting Department Staff. The Town accountant also agrees to handle the position of Network Manager and all related matters to the internal financial computer system.

Section 2. Term

A. The term of this Agreement shall be from July 20, 2009 through June 30, 2012, unless sooner terminated in accordance with the provisions hereof. Employee agrees to remain in the exclusive employ of the Employer during the term of this Agreement, and neither to accept other employment nor to become employed by any other employer during said term.

The term "employment" shall not be construed to include occasional teaching, writing, or consulting performed during Employee's time off as long as the same does not interfere with the obligations the Employee has to the Employer, nor is adverse to the interests of the Employer. Provided however, that the Employee shall notify the Board prior to engaging in such activities.

Section 3. Salary

A. Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Town Accountant the Employer agrees to pay the Employee for her services rendered pursuant hereto an annual salary. For the period commencing July 20, 2009, the salary shall be \$77,250. On or before April 1, 2010, the Board of Selectmen shall meet with the Employee to review performance and to establish a salary for the fiscal year beginning July 20, 2010. On or before April 1, 2011, the Board of Selectmen shall meet with the Employee to review performance and establish a salary for the fiscal year beginning July 20, 2011. Nothing contained herein shall prevent the parties from meeting at any time during the term of this agreement to consider changes to the salary of the employee.

B. The Employee recognizes and agrees that he will not be entitled to any salary increases or changes in benefits accorded to other town employees, unless the Employer agrees to same by an amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of the Personnel Bylaw of the Town of Rockland except where otherwise specifically provided.

The Board shall submit to the Town Meeting appropriation requests sufficient to fund this Agreement.

Section 4. Suspension, Termination and Severance Pay

A. Suspension. Employer may suspend the Employee for good cause, with pay and benefits, at any time during the term of this agreement.

B. Termination for Malfeasance. The Employer may terminate the service of the Employee at any time for malfeasance. Upon termination for malfeasance under the provisions of this paragraph all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties. For purposes of this agreement "malfeasance" is defined as criminal misconduct resulting in a finding of guilty or an admission in a court of law to sufficient facts to warrant a guilty finding of the criminal misconduct, whether or not such acts are committed in the course of Employee's employment with the Town.

C. Termination Other Than for Malfeasance. The Employee may be terminated by the Employer for failure to meet performance goals established pursuant to Section 5 hereof, or for other good cause, before expiration of the aforesaid term of employment.

The Employer agrees to permit the Employee to remain enrolled in the Employer's medical and life insurance plans for a further eighteen (18) months after the expiration of the period set out in the immediately preceding paragraph, provided the Employee remits to the Town Treasurer one hundred (100%) percent of the insurance premiums attributable to this membership, monthly in advance.

D. In the event Employee voluntarily resigns his position with Employer before expiration of the term of employment provided for herein, then Employee shall give the Employer one month's notice in advance unless the parties otherwise agree. In the event Employee voluntarily resigns, and provides the aforesaid one month notice, he shall be eligible for lump sum payment of accumulated vacation leave as set forth in Section 9, paragraph A.

E. Nothing shall prevent the Employer from undertaking the termination of the Employee at such time as the Employee is under suspension.

Section 5. Performance Evaluation

Annually, the Board, working with the Town Administrator, and in conjunction with the Employee shall define such goals and performance objectives, and the Employee's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Employer's policy objectives. The Employer shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Employee shall prepare and submit for the Board's approval goals and objectives which shall be signed by both parties and shall be attached to and become a part of this agreement.

The Town Administrator shall review and evaluate the performance of the Employee annually in May in accordance with the aforesaid goals and objectives and any other specific personal performance criteria and goals developed jointly by the

Employer and the Employee, and submit said review and evaluation to the Board of Selectmen for approval.

Section 6. Hours of Work

Except as otherwise authorized, the Employee shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal Town Hall work day, and the Employee agrees to do same as required. The employer shall require the employee to be physically present at his office at the Rockland Town Hall during the normal Town Hall workday unless his absence therefrom is authorized in advance by the Town Administrator, or unless he is on sick leave or vacation leave. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

Employee shall not without the approval of the Board spend an average of more than ten (10) hours per week in teaching, counseling or other non-Employer connected occupational activities, (which activities, regardless of said ten hour limit shall not interfere with the obligations the Employee has to the Employer, or be adverse to the interests of the Employer). Examples of such other activities include participation in state

and regional associations. Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

Section 7. Vacation, Holiday, Personal Leave, Sick Leave and Longevity

A. Employee shall be granted four weeks (20 paid days) vacation leave as of July 20, 2009. On July 20, 2010, July 20, 2011 the Employee shall be granted four weeks (20 paid days) vacation leave.

B. With the approval of the Board, the Employee may carry over two weeks of vacation into the following year. Subject to the terms and conditions of this agreement, upon termination the Employee shall be paid for all unused vacation leave.

C. The following shall be paid holidays for the Employee: New Years Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Veteran's Day, Patriot's Day, Thanksgiving Day, Memorial Day, Christmas Day, and Independence Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday.

D. Effective July 20, 2009, the Employee shall be credited with twenty (20) sick days, and shall be granted fifteen (15) sick days per year for each year of the contract. While the balance of sick days may be carried over during each year of this agreement, sick days are not eligible for buyback upon resignation or termination. The Employer may request documentation from a physician for absences of more than three (3) days.

E. The Employee shall receive three (3) days emergency or personal leave, effective July 20, 2009 and each year thereafter. Said emergency or personal leave days are not eligible for buyback upon resignation or termination.

F. In the event of the death of a member of the Employee's immediate family, he shall be allowed three days off without loss of pay. "Immediate family" shall be defined as a parent, sibling, child, grandchild, mother-in-law, father-in-law, or spouse of a sibling.

Section 8 Health and Life Insurance

Employee (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Rockland on the same basis as other Town employees.

Section 9. Indemnification

Employer shall provide indemnification and legal defense for the Employee in accordance with M.G.L. c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Employee, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. Employee shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

Section 10. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, bylaw or regulation.

Section 11. Other Terms and Conditions of Employment

A. Reimbursement for Expenses, The Employee shall be reimbursed for mileage for authorized business use of his private automobile, excluding commuting to and from work, at the established Town rate. The Employee will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business.

B. Professional Dues and Activities, The employee is required to maintain his professional competency and certification as a Governmental Accountant as certified by the Massachusetts Municipal Auditors and Accountants Association. Educational courses, seminars and/or meetings are encouraged to maintain professional certifications and promote knowledge of current fiscal matters relating to municipal finance and procurement and are to be paid for or reimbursed by the Town of Rockland. Annual membership dues for applicable professional organizations/ affiliations (MMAAA, and MCPPO) up to \$1,500 per year shall be paid by the Town. All expenses under this section are subject to approval by the Town Administrator.

C. Disability and/or Life Insurance Reimbursement, The Employer will reimburse Employee for disability and/or life insurance policies in an amount not to exceed a maximum of \$500 annually. Duty to procure said policy (policies) shall be the sole responsibility of the Employee.

D. The Employee is an Exempt Official under the Town of Rockland Personnel Bylaw, and as such, is not entitled to any other right or benefit under the Personnel Bylaw not specifically enumerated in this agreement.

Section 12. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

1. Employer: Board of Selectmen
242 Union Street
Rockland, Massachusetts 02370
2. Employee: Eric Hart
P.O. Box 101
Hanover, MA 02339

Section 13. General Provisions

A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective commencing July 20, 2009.

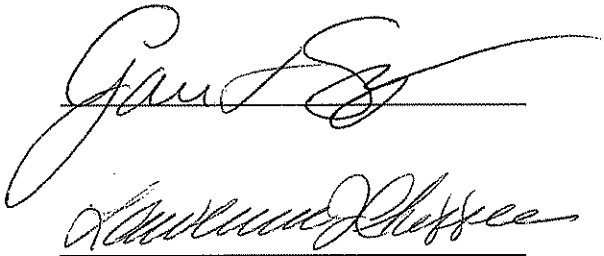
D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Employee being employed as and performing the services required of the Town Accountant of the Town.

E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

IN WITNESS WHEREOF, the Town of Rockland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above, written.

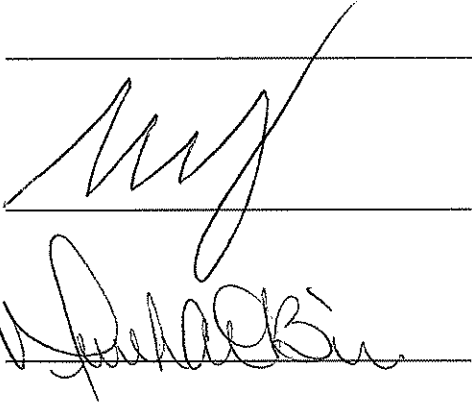
BOARD OF SELECTMEN

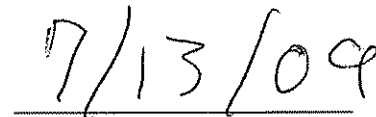
EMPLOYEE





Eric Hart





Date